

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 24th day of August, 2011 two thousand and eleventh anno domini.

Between

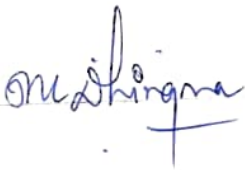
the Government of Manipur, represented for and on his behalf by the Project Director, **Manipur Skill Development Society (MSDS)**, Planning Department, Government of Manipur (hereinafter referred to as "**the MSDS**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the ONE PART

And

SURYA VINAYAK WELLNESS LTD. (SVWL), a company incorporated in India on 30-07-2008 under the Companies Act, 1956 with its Registration Number being U930900L2008PLC181554 having its registered office at E-3, Mangolpuri Ind. Area, Phase-II ND-34, represented for and on its behalf by **Shri Manav Dhingra, Head Academic Operations** (hereinafter referred to as "**the SVWL**" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the OTHER PART.

WHEREAS **the SVWL**, with facilities functioning at Noida (UP) since 2008, is an institution imparting training in Beauty, Hair Styling, Nail Art & Makeup and is currently focusing on its aim to produce trained and skilled professionals equipped with latest knowledge and professional skills, which are required to deliver world-class services to the clients in today's rapidly growing wellness industry;

AND WHEREAS with the above background, **the SVWL** has presented their proposal to **the MSDS**, vide their letter No. **SVWL/EM/MPR/015** dated **May, 2011** to extend the MOU for imparting vocational training in Beauty Care, Hair, Make up & Nail Art and placement program for apprentices among the educated young persons from Manipur;




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AND WHEREAS the MSDS is interested to assist educated young persons from the State of Manipur to acquire skills which will enable them to find gainful employment with reputed companies;

NOW THIS MEMORANDUM WITNESSES AND it is hereby agreed by and between the parties hereto as follows:

The SVWL agrees to accept young educated persons from Manipur State, who have passed Class-X, Class-XII or graduation, on the recommendation of the MSDS for the following courses and agrees to place all those who complete the training program in their company.

The SVWL will charge the fees indicated against the courses below:

| Name of the Courses | Duration | Committed fee to be charged (in Rs.) |
|--|----------|--------------------------------------|
| 1 Hair. 2. Beauty. 3. Make-up. 4. Nail Art | 6 months | 1,10,000/- |

The SVWL has indicated the breakup of the **above consolidated fee** as follows:

| | | |
|------|--|---|
| i. | Accommodation and Fooding for 6 months which is inclusive of | Amount (in Rs) |
| | Breakfast, Lunch, Dinner, One time tea and Snacks and Air cooled Accommodation @5,000/- p.m. which is a total of | Rs.30,000/- per person (for 6 months + 15 days) |
| ii. | Consumable Cost with Tool Kit @ | Rs.16,000/- per person |
| iii. | Course Material & Stationary | Rs. 3,000/- per person. |
| iv. | Transport Cost @ | Rs. 1,000/- per person |
| v. | Tuition Fee @ | Rs. 60,000/- per person (all courses) |
| | Grand Total | Rs. 1,10,000/- |

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[Note: Registration fee of Rs. 10,000/- to be paid by the selected candidate at the time of selection is to be adjusted from the Accommodation and Fooding Fee (No i above). That is the Balance amount that a selected candidate have to pay is Rs. 20,000/-]

The above said courses shall be conducted at C-44, Industrial Area, Sector 62, Noida, and UP.-201301 on regular basis for duration of 6 months

1.0 **ADMISSION PROCEDURES**

- (a) **The SVWL** shall furnish details of eligibility conditions for each course and request **the MSDS** to invite applications by advertising in local papers, radio and TV channels in Manipur.
- (b) Both the parties will jointly screen the applications and conduct interviews of the Eligible applicants. **The SVWL** will also open a 24x7 Facilitation Centre at Imphal, Manipur with assistance from **the MSDS**. **The SVWL** shall bear all expenses in connection with the pre-admission interviews.
- (c) Registrations for the course applied for shall be completed at least two weeks before the course commences.

1.1 **Academic Programmes – Courses of Study**

The course materials shall be provided by and the classes for the above-said courses shall be conducted by **the SVWL**.

1.2 **Tuition Fees**

The MSDS may fix appropriate charge for the application forms for admission to the courses of study.

The tuition fee will be collected by **the SVWL** from **the MSDS** in the ratio of 30:30:40 i.e., first installment of 30% of the tuition fees will be paid within one

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month of start of the course, Second installment of another 30% on the 4th month of the course and remaining 40% after all students are placed and the report of placement submitted to **the MSDS**. The tuition fee paid for courses and training programs include personal tool kit, products and equipments needed in theoretical and practical instruction.

The MSDS agrees to pay the tuition fees @ Rs.60,000/- per sponsored student in three installments to **the SVWL** and the selected applicants shall be responsible for meeting the other expenses apart from the Tuition Fee which is Rs. 50,000/- (please refer the above table '**breakup of consolidated fee**')

1.3 Examination

Dates and schedule of Examinations for the courses shall be announced by **the SVWL** at the beginning of each semester. The centers of examination and valuation of answer scripts and centers for practical shall be at C-44, Sector-62, Industrial Area, Noida, and UP.-201301

2.0 ROLE & RESPONSIBILITIES OF SVWL

- 2.1 **The SVWL** undertakes to provide entire infrastructure facilities including spacious and comfortable classrooms and practical rooms equipped with modern day infrastructural technology in line with the need of the hour. It relates to sufficient and latest computer sets, comfortable and sufficient tables and chairs for the students, separate rooms for Administrative office, Reception and recreational activities, laboratories, equipments, analytical tools and aids, library and qualified staff. Also facilities for boarding and lodging of students with pure drinking water facility and electric supply, counseling and guidance on courses will be provided by **the SVWL**.
- 2.2 **The SVWL** shall not allow any kind of indiscipline which could be under the influence of drugs/alcohol, insulting fellow class-mates either verbally or physically, damaging property, theft, racism, ragging, hatred or sexual

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harassment. Offenders will be dismissed from the academy immediately and the Accommodation & Food fee contributed by the applicants shall be forfeited. But the Tuition fee paid by the Government shall not be forfeited but will be carried forward. If any students wish to drop out of the course, the contributions made by **the MSDS** shall not be forfeited either by **the SVWL** and shall be carried forward. Both the parties may jointly decide on selecting alternative candidates for utilizing the carried forward amount and the vacancy arising out of such dismissals.

- 2.3 The **SVWL** shall establish/put up 24 X 7 Toll Free Helpline and Grievances Redressal Cell so as to redress the genuine grievances concerning the candidates.
- 2.4: The **SVWL** shall have entire knowledge and establish tie -up with the candidates' employer to provide assured Security & Safety measures to the candidates during their training period. The **SVWL** shall establish a separate counseling centre particularly for **the MSDS** students with a counselor each for boys and girls.
- 2.5 The **SVWL** shall bear all the responsibilities in regard to the Emergency Medical Assistance to the candidates in times of illness, accidents and other illness related areas.
- 2.6 To avoid/prevent any unscrupulous elements, **the SVWL** shall strictly place sufficient wardens in the hostels for the safe stay of the candidates.
- 2.7 The **SVWL** shall send a monthly progress report of all the students to **the MSDS**. The report should contain the following:
- a) Student's test report - should talk about the academic performance of the students.
 - b) Student's Course Attendance Report - should talk about the regularity of students in class.
 - c) Student's Hostel Presence Report - should talk about the presence/absence of students.

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d) Student's Physical condition Report - should talk about health condition of students.

2.8 **The SVWL** shall also send a monthly Student's Feedback report to **the MSDS**. The report should contain the following:

- a) Student's Feedback on Regular Faculties.
- b) Student's Feedback on Guest faculties (if any).
- c) Student's General Feedback.

2.9 **The SVWL** shall take the sole responsibility to collect Accommodation & Food cost from the students in time. **The MSDS** will not be responsible in collecting the amount. However, **the MSDS** at its own discretion may act as a facilitator between the **SVWL** and the students regarding any due amount (if any).

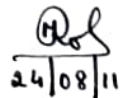
2.10 **The SVWL** shall provide the entire content/syllabus, study materials etc. of the Training Program before the start of the Program.

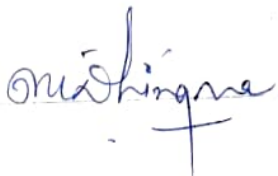
2.11 **The SVWL** shall provide facility to the students to pay the fee for accommodation and food in flexible installments during the training period.

2.12 **The SVWL** shall provide in advance very clear information to students (in writing or displayed in notice board) as well as **the MSDS** regarding any ongoing training programs/classes/Internships and all future programs (if any).

2.13 **The SVWL** shall provide spacious and comfortable classrooms and practical rooms equipped with modern day infrastructural technology in line with the need of the hour. It relates to sufficient and latest computer sets, comfortable and sufficient tables and chairs for the students, separate rooms for Administrative office, Reception and recreational activities etc.

2.14 **The SVWL** shall be responsible in solving any issues relating to accommodation, food, training centre and any other concerns within a reasonable timeframe agreed upon by **the SVWL** and **the MSDS**.



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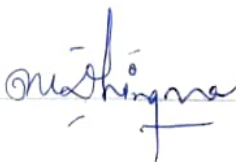


- 2.15 **The SVWL** shall place all the successful candidates during or after successful completion of the training. The appointment letter should clearly mention the salary that a candidate will be earning.
- 2.16 The minimum salary per month in hand for all successful candidates should be Rs. 10,000 /- (excluding incentives and other perks)
- 2.17 **The SVWL** shall place all successful candidates latest within 15 days of completion of the training program. Failure of which, the Institute shall pay a monthly compensation to the students an amount not less than Rs. 8,000 /- every month from the month of completion of training till the month the candidate is placed.

3.0 **ROLE & RESPONSIBILITIES OF MSDS**

- 3.1 **The MSDS** shall assist **the SVWL** for inviting applications from Eligible candidates and screening of the applications received.
- 3.2 Anytime during the training period, **the MSDS** shall undertake random Appraisal & Inspection of **the SVWL** training centre and accommodation through Officers duly authorized for the purpose.
- 3.3 **The MSDS** shall advertise and invite applications from eligible candidates for the course based on the format jointly agreed to with the Institute.
- 3.4 **The MSDS** shall monitor the quality of the programmes being conducted by the Institute through officers duly authorized for the purpose.
- 3.5 **The MSDS** shall review the progress of the courses in each semester.


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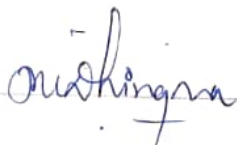
4.0 JOINT RESPONSIBILITIES

- 4.1 The advertisement shall be released by **the MSDS** after mutual approval by both the parties. The expenditure incurred in this regard shall be met by **the MSDS**.
- 4.2 The annual intake of students shall be decided by both the parties jointly at the commencement of every academic year in consultation with each other.
- 4.3 Any expansion or modification relating to the academic programmes shall be decided jointly by both the parties.

5.2 MISCELLANEOUS

- 5.3 The 2011-12 batch shall start from a mutually agreed date and may comprise up to 50 students per batch from Manipur, in the courses of Beauty, Make-up, Hair and Nail Art.
- 5.4 The collaboration is envisaged to provide admission for the academic year 2011-12 onwards. **The MSDS** shall arrange for Press Release and advertisements to invite applications for admission for the academic year 2011 – 2012, within one week of the format being agreed to between the two parties.
- 5.5 The Memorandum of Understanding shall be valid for a period of one year from this date and can be renewed for further period on mutual consent.
- 5.6 **The MSDS** shall have prerogative to terminate this Memorandum of Understanding after giving notice of one month in advance of the date of termination.
- 5.7 In case of any dispute between the two parties, they will nominate a representative each to a Committee to be chaired by the Chief Secretary, Government of Manipur for resolving the dispute.

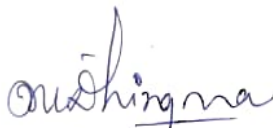

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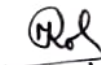
5.8 If the Committee chaired by the Chief Secretary, Government of Manipur is unable to resolve the matter, and the parties may approach the judicial Courts, the jurisdiction shall be of the Courts of Manipur and the Gauhati High Court, Imphal Bench at Imphal.

In witness whereof the parties hereto have set and signed with seals this Memorandum of Understanding on the day, month and year first above written.

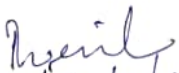
For and on behalf of the
Surya Vinayak Wellness Ltd. (SVWL)


(Manav Dhingra)
Head-Academic Operations

For and on behalf of the
Manipur Skill Development Society (MSDS),


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(Ng. Roben Singh)
Project Director
Manipur Skill Development Society (MSDS)
Planning Department
Government of Manipur

Witnesses :

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